

**BEFORE THE NATIONAL LABOR RELATIONS BOARD**

AMIR DAOUD, Petitioner )  
 )  
and )  
 )  
TRANSDEV, Employer )  
 )  
and )  
 )  
OFFICE & PROFESSIONAL EMPLOYEES' )  
INTERNATIONAL UNION, LOCAL 2, )  
AFL-CIO (CLC), Union )  
 )

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Case #5-RD-268864

**OPEIU LOCAL 2'S OPPOSITION TO PETITIONER'S REQUEST FOR REVIEW**

Pursuant to Section 102.67 of the Board's rules, Local 2 files this opposition to the January 8, 2021 Request for Review.

The primary gravamen of this Opposition is that, while the bulk of the request for review has little or no factual relationship to the facts of this matter, when it does address the underlying facts involved here, it deliberately misrepresents the conduct of Local 2.

Thus the Petition for Review primarily focuses on the over-arching efforts by that new counsel and her organization to eliminate the entire application of the Contract Bar doctrine, in place for over a half century, with arguments that little relate to

the facts of the instant matter.<sup>1</sup> However in that effort counsel for the Request for Review has chosen to make false claims against Local 2, which Local 2 is obliged to answer.

The primary calumny set out in the Request for Review against Local 2 is that it "secretly" agreed to the current Collective Bargaining Agreement. See, e.g. Opposition at p. 9. However, as the Regional Director's Decision and Order in this matter makes clear: Weeks before the filing of the instant decertification petition, Local 2 held a video conference with Unit members and "PRESENTED THE AGREEMENT TO THE UNIT MEMBERS". Decision and Order, p. 3, emphasis added, Exh. 1 to Request for Review. Thus the new CBA was far from "secret", it was fully disclosed well in advance of the filing of the petition here.

At the same time the Local 2 Officer advised that he was going to sign such a CBA. Id. This followed a mediation by an arbitrator otherwise selected to resolve a dispute about a wage increase that had been due in July 2019.<sup>2</sup> The Union Officer

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<sup>1</sup> Local 2 recognizes that the "Right to Work" organization's larger goals here relate only tangentially to any interests of the employees in this Bargaining Unit; however, again, misstatements as to Local 2's conduct require a response.

<sup>2</sup> The *Causus Belli* in this case related to this wage increase, which Petitioner Daoud believed, and encouraged others to believe, should have been exponentially greater than Local 2 was able to obtain. Local 2 believes Daoud, about to leave the Unit, wanted to maximize his own retroactive pay and had no concern for future wage increases for his co-workers remaining in the Bargaining Unit.

explained that feedback from the arbitrator, legal advice and improvements from the Employer's prior wage offers led to this decision. Id

Less blatantly false, but still misleading, is the claim in the Opposition that there was limited time for unit employees to file a decertification petition. LOCAL 2 HAD BEEN NEGOTIATING FOR A SUCCESSOR CBA FROM JULY 2019 TO OCTOBER 2020; the prior CBA had expired November 2019. Unit employees had over a year to file such an action. And they knew for about three weeks before filing the petition that sign off on the new CBA was pending and imminent.

Lastly, to briefly review the larger point of the Opposition, that is to eliminate the Contract Bar rule entirely, it is worth mentioning the practical effects on these employees that such an action would have. After painstaking bargaining for over a year, and a prolonged mediation, Local 2 obtained for the employees general wage increases both retroactive and future.

The retroactive wage increases have been paid as the new CBA was promptly put into effect with good faith actions of the Employer. Future wage increases are pending for the remaining term of the CBA, assuming the CBA is not cancelled through vitiation of the Contract Bar rule. Were that to occur, there would be no legal obligation to pay the future wage increases, or even to maintain the past wage rates.

Such a result would hardly amount to "industrial stability". While it might provide a windfall for the Employer, should the Employer choose to act on such, the effects then on "labor peace" can be easily foreseen.

Thus the example of this modestly sized bargaining unit, carefully and diligently represented at length by Local 2, provides a good illustration of the value of the Contract Bar rule to not only Parties to CBA's generally, but to these represented employees specifically.

The Regional Director's Decision and Order in this matter should be affirmed, and the Request for Review should be denied.

/S/

Respectfully submitted-----  
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Office & Professional  
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CERTIFICATE OF SERVICE

I hereby certify that on January 15, 2021, a true and correct copy of the foregoing brief was electronically filed on the NLRB website to the Board,

And that I have also served a copy of the foregoing, on this same date, by electronic mail to the below parties as follows:

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/S/  
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